



Comptroller General
of the United States

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Washington, D.C. 20548

Decision

Matter of: Inframetrics, Inc.

File: B-257400

Date: September 30, 1994

Frank Perry for the protester.

Paul F. Khoury, Esq., and Scott A. Coffina, Esq., Wiley, Rein & Fielding, for AGEMA Infrared Systems, an interested party.

Craig E. Hodge, Esq., and Robert F. Colvin, Esq., Department of the Army, for the agency.

Sylvia Schatz, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the awardee's proposed equipment does not meet certain specifications in the solicitation is denied where the record shows that the agency's determination that the offered equipment complies with the specifications was reasonable.

DECISION

Inframetrics, Inc. protests the award of a contract to AGEMA Infrared Systems, Inc. under request for proposals (RFP) No. DAAD07-93-R-0138, issued by the U.S. Army Materiel Command for infrared imaging systems (IRIS) and associated technical data, to be used in missile tracking operations at the White Sands Missile Range, New Mexico. Inframetrics primarily argues that the selection of AGEMA was improper because its offered device does not conform to certain specifications set forth in the RFP.

We deny the protest in part and dismiss it in part.

The solicitation, issued on October 7, 1993, contemplated the award of a firm, fixed-price requirements contract with a base year and four 1-year options for the IRIS devices, which measure the thermal radiation of objects and provide a record of the thermal image in a video tracking system. The RFP set forth numerous requirements for the device in the purchase description and required the submission of descriptive literature to establish details of an offered device to ensure its conformance to the requirements. The

solicitation stated that if the descriptive literature does not address each requirement, the offeror should provide supplemental information with the proposal stating how all requirements will be met. The solicitation stated that award would be made to the technically acceptable, responsible offeror which offers the lowest price (including all options).

Six firms submitted proposals by the amended closing date of November 30; three of the proposals, including Inframetrics's and AGEMA's, were included in the competitive range. Inframetrics offered its Model IRTV-445L Long Range IRS (LORIS) system; while AGEMA proposed an upgraded version of its commercial, off-the-shelf Thermovision 1000 IRIS--the Thermovision 1000ws IRIS. AGEMA submitted with its proposal descriptive literature for the Thermovision 1000 IRIS and a document entitled "technical specification," which listed the specifications for its offered Thermovision 1000ws IRIS; the "technical specification" document stated that the specifications contained therein for the modified device superseded those listed in the descriptive literature for the Thermovision 1000 IRIS. Following written discussions with the offerors, best and final offers (BAFO) were requested and received by February 4, 1994. Inframetrics proposed a price of \$5,750,000, while AGEMA proposed a price of \$4,375,000. After completing a technical evaluation of AGEMA's proposal, the agency concluded that it was technically acceptable. As a result, on April 19, the Army awarded a contract to AGEMA as the lowest-priced, technically acceptable, responsible offeror. This protest followed on May 25, 1994.

Inframetrics argues that the award to AGEMA was improper because AGEMA's offer simply contained a terse restatement of the RFP requirements in the purchase description; Inframetrics specifically challenges the compliance of AGEMA's offered device with two of the RFP's requirements. First, Inframetrics argues that the awardee's device fails to comply with the requirement in the RFP that the video "delay from image scan to image output shall not exceed ten (10) RS-170 horizontal line periods"; the protester claims that AGEMA's device has a video delay of at least 262 RS-170 horizontal line periods. Second, Inframetrics challenges AGEMA's device's compliance with the requirement that the system have an optical speed of least f/1.0; it maintains that the descriptive literature submitted with AGEMA's proposal shows that its device has an optical speed that is significantly slower than this requirement.

When an RFP requires the submission of information showing technical acceptability, an offeror must demonstrate the technical sufficiency in its proposal. Power Dynatec Corp., B-251501.3, Aug. 3, 1993, 93-2 CPD ¶ 73. A blanket offer of

compliance is not sufficient to comply with a solicitation requirement for the submission of detailed technical information which an agency deems necessary for evaluation purposes. AEG Aktiengesellschaft, 65 Comp. Gen. 418 (1986), 86-1 CPD ¶ 267. On the other hand, where descriptive literature does not address a requirement, it is not unreasonable in the conduct of a negotiated procurement for an agency to accept an offeror's explanations, in conjunction with a specific commitment in the written proposal to comply with the specifications, for the purpose of determining the product's acceptability. See Sheffield Schaudt Grinding Sys. Inc., B-246699, Mar. 27, 1992, 92-1 CPD ¶ 313. The procuring agency is responsible for evaluating the data supplied by an offeror and ascertaining if it provides sufficient information to determine the acceptability of the offeror's item; we will not disturb this technical determination unless it is shown to be unreasonable. We find nothing improper with the evaluation here.

The Army found that AGEMA's offer, including the descriptive literature on the Thermovision 1000 and the "technical specification" document on the upgraded version of this device--as clarified through written discussions--adequately showed that its proposed device conformed to the RFP requirements.

First, with regard to whether AGEMA's offered device met the requirement for the video delay not to exceed 10 RS-170 horizontal line periods from the image scan to the image output, the record shows that although AGEMA's descriptive literature on the Thermovision 1000 is silent as to the device's compliance with this requirement, the "technical specification" document for the modified Thermovision 1000ws stated that "[t]he video delay is six (6) RS-170 lines." In the subsequent written discussions, during which the agency requested verification of the video delay feature, AGEMA restated that "[t]he delay from image scan to image output is six (6) RS-170 horizontal line periods." We see nothing unreasonable in the agency's conclusion that this information was sufficient to show compliance with the

Although Inframetrics argues that the descriptive literature on the Thermovision 1000 shows that this device has an optical speed that is significantly slower than required here, Inframetrics apparently bases this argument on other descriptive literature on this device that was submitted by AGEMA under a prior solicitation for a similar procurement. However, as indicated, our review of the descriptive literature on the Thermovision 1000 submitted under the current solicitation shows that it is silent as to the device's compliance with this requirement.

requirement. AGEMA's proposal did not merely "parrot" back the specification or make a general statement of an intent to meet the specification. Rather, it specified a technical characteristic of its offered device, as does any descriptive literature, and that characteristic not only was consistent with the requirements, but exceeded it.

As for the optical speed requirement of at least $f/1.0$, although AGEMA's descriptive literature does not specify the optical speed for the Thermovision 1000, again, AGEMA's "technical specification" document submitted with its proposal specifically states that "[s]ystem F-number is less than or equal to $F/1.0$." Although the protester argues that this language in AGEMA's offer simply parrots the RFP requirements, the language in Inframetrics's offer was very similar; the literature submitted with its proposal stated that "[t]he LORIS system f-number is $F/1.0$." Given that the agency applied the optical speed requirement equally to both offerors, there is no basis for concluding that AGEMA's proposal was inadequate in this area. See Power Dynatec Corp., supra.

Inframetrics's protest is based largely on its belief that AGEMA's proposed Thermovision 1000ws does not exist and that AGEMA's proposal was based on its Thermovision 1000 device, which does not meet all of the RFP requirements. However, as indicated, AGEMA's proposal clearly indicated that AGEMA was proposing, not the Thermovision 1000, but a modified version of this device that met the RFP requirements. The proposed modifications did not make AGEMA's proposal unacceptable, since the RFP did not preclude modifications to off-the-shelf items to meet the specifications. See Omatech Serv. Ltd., B-254498; B-254498.2, Dec. 17, 1993, 93-2 CPD ¶ 329.

Inframetrics also argues that, to the extent AGEMA proposed to modify its current model to meet the specifications, the proposal failed to show "its ability to develop an imaging system capable of achieving the high level of performance required by the PD [purchase description]," and that AGEMA cannot perform the contract at its stated price without sustaining a substantial loss. The RFP did not require offerors to provide a technical proposal demonstrating either the offerors' ability to perform or how the specifications would be met. Under these circumstances, the question of whether an offeror is capable of supplying a system in accordance with the specifications and is capable of supplying a system at its stated price were matters of responsibility. In awarding AGEMA the contract, the agency determined that AGEMA was a responsible prospective contractor. Monopole S.A., Inc., B-254137, Nov. 4, 1993, 93-2 CPD ¶ 268; Lago Sys., Inc., B-243529, July 31, 1991, 91-2 CPD ¶ 107. We will not review such affirmative

determinations of responsibility absent a showing of possible fraud or bad faith on the part of the contracting officials, or that definitive responsibility criteria in the solicitation have not been met. Id. As the protester has not alleged either of these exceptions, we will not review the agency's responsibility determination.

The protest is denied in part and dismissed in part.

/s/ James A. Spangenberg
for Robert P. Murphy
Acting General Counsel